

1 BILL NO. S-96-10-07

2 SPECIAL ORDINANCE NO. S-76-96

3 AN ORDINANCE approving Contract #252-96, Street  
4 Lighting Maintenance & Unit Price between T & F  
5 CONSTRUCTION CORP. OF INDIANA and the City of  
6 Fort Wayne, Indiana, in connection with the Board of  
7 Public Works.

8 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF  
9 THE CITY OF FORT WAYNE, INDIANA:

10 SECTION 1. That the Contract #252-96, STREET LIGHTING  
11 MAINTENANCE & UNIT PRICE by and between T & F CONSTRUCTION CORP. OF  
12 INDIANA and the City of Fort Wayne, Indiana, in connection with the Board of Public Works,  
13 is hereby ratified, and affirmed and approved in all respects, respectfully for:

14 1. RELAMPING UNIT-to consist of 1 person and bucket type line truck  
15 suitably equipped for relamping and maintenance work. 2. TWO  
16 MAINTENANCE CREWS-to consist of 3 or more member crew equipped to  
17 perform maintenance, repair and construction on underground and  
18 overhead street light system including a pickup truck, line truck with boom  
19 and earth auger and a bucket truck w/50 foot working height available for  
20 use at all times. 3. TROUBLE SHOOTING UNIT-to consist of 1 person  
21 and 1 truck which should be available at all times to handle accidents and  
22 emergencies. 4. UNIT PRICE ITEMS-Unit price list for street light  
23 construction;

24 involving a total cost of Nine Hundred Ninety-Seven Thousand Fifty and no/100 Dollars  
25 (\$997,050.00). Two copies of said Contract are on file with the Office of the City Clerk and  
26 made available for public inspection, according to law.

27 SECTION 3. That this Ordinance shall be in full force and effect from and  
28 after its passage and any and all necessary approval by the Mayor.

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## CONTRACT

252-96

### CITY OF FORT WAYNE

THIS CONTRACT, made the 9<sup>TH</sup> day of OCTOBER, 1996, by and between T & F Construction Corp. Of Indiana whose address is 9705 E State Road 38, P O Box 27, Hagerstown, IN 47346 hereinafter called "Contractor" and the City of Fort Wayne, Allen County, Indiana, a municipal corporation acting by and through its Board of Public Works hereinafter called the "Owner";

### W I T N E S S E T H:

THAT the Contractor and the Owner for the consideration stated herein agree as follows:

### ARTICLE I.

#### SCOPE OF WORK

The Contractor shall and agrees to perform everything required to be performed and shall provide and furnish at its sole cost and expense all the labor, tools, materials, expendable equipment, transportation, services, bonds, and insurance required to perform and to complete in a workmanlike manner all the work required for the maintenance of the street lighting system of the City of Fort Wayne, in furnishing equipment and materials on a unit price hereinafter specified in the specifications and other contract documents which are hereby made a part of this contract; and the Contractor shall do everything required by this contract and the other documents constituted a part hereof.

This contract is included for bidders' reference and may be modified prior to award pending a review currently underway by the City's Legal Department.

## ARTICLE II.

### COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts all of which are as fully a part of this contract as if set out verbatim herein or if not attached as if hereto attached:

- 1.) Notice to Bidders
- 2.) Instructions to Bidders
- 3.) Specifications
- 4.) Proposal Form
- 5.) Form 96
- 6.) Statement of Experience and Electrical Maintenance
- 7.) Performance Bond
- 8.) This Contract
- 9.) Insurance Certificates
- 10.) EEO/AA Documents (2) Exhibit "D".

## ARTICLE III.

### THE CONTRACT PRICE

The Owner shall and agrees to pay to the Contractor for the performance of the aforementioned work as bid by the successful bidder as follows (the unit prices in the bid proposal consisting of thirteen pages are hereby incorporated herein by reference).

## ARTICLE IV.

### TERM OF THE CONTRACT

This contract shall remain in force from the 1st day of December, 1996, until the 30th day of November, 1998, unless canceled by the City for lack of performance, lack of cooperation,



substandard workmanship, non-payment of creditors or for the convenience of the Owner.

#### **ARTICLE V.**

##### **INSURANCE AND INDEMNIFICATION**

The Contractor agrees to provide workers' compensation insurance and public liability and property damage insurance under the terms and conditions set forth in the General Specifications and Covenants and agrees to hold the Owner harmless from all suits and damages, as more specifically set out and provided in said General Specifications.

#### **ARTICLE VI.**

##### **ASSIGNMENT OF CONTRACT**

It is agreed that the Contractor shall not assign or transfer this contract or sublet any part of the work empowered in it, except with the written consent of Owner.

#### **ARTICLE VII.**

##### **APPROVAL OF CONTRACT**

This contract although executed on behalf of the owner by its Mayor and Board or Public Works shall not be binding or obligatory upon the Owner unless and until it shall have been first approved by the Common Council of the City of Fort Wayne and should the Common Council of the City fail to approve the same within thirty (30) days after the date hereof, this contract shall become and be wholly void.

To each of the conditions and stipulations of this contract, the undersigned for itself binds itself and its successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto have set our hands and seals on this day and year first above written.

CONTRACTOR

T & F CONSTRUCTION CORP.

BY: J.L. Taber PRESIDENT

CITY OF FORT WAYNE INDIANA

BY: Paul Helmke  
Paul Helmke, Mayor

BOARD OF PUBLIC WORKS

BY: Linda Buskirk  
Linda Buskirk, Director

BY: \_\_\_\_\_  
Terrance P. McCaffrey, Member

BY: John Stafford  
John Stafford, Member

ATTESTED BY:

Patricia Crick  
Patricia Crick, Clerk  
Board of Public Works

APPROVED AS TO FORM  
AND LEGALITY

\_\_\_\_\_  
R. David Boyer, City Attorney

Adopted This          Day of          1996

ACKNOWLEDGMENT

STATE OF INDIANA:

SS:

COUNTY OF ALLEN:

BEFORE ME, a Notary Public, in and for said County and State, this 7th day of October, 1996, personally appeared the within named J.L. Taber who being by me first duly sworn upon his oath say that he is the President of T-F Const Corp and as such duly authorized to execute the foregoing instrument and acknowledge the same as the voluntary act and deed of J.L. Taber for purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

~~~~~  
Rhonda Sue Miller  
Notary Public, State of Indiana  
Allen County  
My Commission Expires 05/17/99  
~~~~~

Rhonda Sue Miller  
NOTARY PUBLIC

\_\_\_\_\_  
Type or Print Name of Notary

MY COMMISSION EXPIRES: \_\_\_\_\_



ACKNOWLEDGMENT

STATE OF INDIANA:

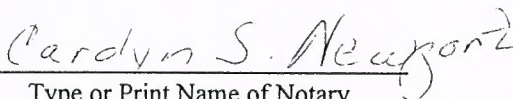
SS:

COUNTY OF ALLEN:

BEFORE ME, a Notary Public, in and for said County and State, this 10<sup>th</sup> day of Oct, 1996, personally appeared the within named Paul Helmke, Mayor of the City of Fort Wayne; Linda Buskirk, Chairman of Public Works; Terrance P. McCaffrey, and John Stafford, members of the Board of Public Works, City of Fort Wayne, Indiana; and Patricia J. Crick, Clerk of the Board of Public Works, City of Fort Wayne, Indiana, to me personally known, who being by me duly sworn said that they are respectively the Mayor of the City of Fort Wayne, the Members and Clerk of the Board of Public Works of the City of Fort Wayne, Indiana and that they signed said instrument on behalf of the City of Fort Wayne, Indiana, with full authority so to do and acknowledged said instrument to be the voluntary act and deed of said City for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name affixed my official seal.

  
\_\_\_\_\_  
NOTARY PUBLIC

  
\_\_\_\_\_  
Type or Print Name of Notary

MY COMMISSION EXPIRES: 6-21-99

Approved by the Common Council of the City of Fort Wayne on \_\_\_\_ day of \_\_\_\_\_, 19\_\_.

Special Ordinance No. \_\_\_\_\_

**E.B.E. RIDER**

THIS AGREEMENT made and entered into by and between the CITY OF FORT WAYNE, hereinafter referred to as "Owner" and T & F CONSTRUCTION CORP. OF INDIANA, hereinafter referred to as "Contractor",

WITNESSETH:

WHEREAS, Contractor is the apparent low bidder on construction project commonly referred to as the Street Light Maintenance and Unit Price Contract which project was bid under Resolution Number 252-96;

and

WHEREAS, Contractor agrees that the goal for qualified Emerging Business Enterprises, hereinafter sometimes referred to as "E.B.E.'s" as subcontractors on this project is 0% of the contract amount;

and

WHEREAS, Owner has, pursuant to Executive Order 90-01, adopted a goal of at least 10% of the contract amount to Emerging Business Enterprises as defined under said Executive Order;

and

WHEREAS, said Executive Order states:

"Section 2, Paragraph C. Each contractor shall be required to make a good faith effort to subcontract 10% of the contract amount to Emerging Business Enterprises on each construction contract he/she is awarded. In the event a contractor is unable to subcontract 10% of the contract amount or secure the services of an Emerging Business Enterprise, he/she will be required to submit a completed Request for Waiver form on which he/she will provide a written description of the effort taken to comply with the participation goals."

NOW THEREFORE, in consideration of the foregoing and of the mutual agreements hereinafter contained, the sufficiency of which consideration is hereby acknowledged, the parties hereto agree as follows:

1. Conditions Award. Subject to approval by the Common Council of the City of Fort Wayne as stipulated in the construction contract to which this Rider is attached, Owner awards the construction contract to the Contractor.
2. E.B.E. Retainage Requirement. If the contractor is in compliance with the provisions of the construction contract to which this Rider is attached, the Owner will make payments for such work performed and



completed. However, in any such case, the Owner will retain ten percent (10%) of the total amount owing to insure satisfactory completion of the contract and to insure contractor's compliance with this E.B.E. Rider. Upon final inspection and acceptance of the work, and determination by the Fort Wayne Board of Public Works that the contract has made a good faith effort to subcontract 0% of the contract amount to Emerging Business Enterprises, the Contractor will be paid in full. In the event there is a determination that good faith compliance with this E.B.E. Rider has not occurred, appropriate reduction in the final payment pursuant to paragraph 6 of this E.B.E. Rider will be made. If the contract is in excess of \$100,000.00 the contract will be subject to the standard Board of Public Works Escrow agreement. However, payments to the CONTRACTOR are not to exceed 90% of the total contract amount until the OWNER has verified that the CONTRACTOR has made good faith efforts to attain the E.B.E. goal stipulated in this E.B.E. Rider. Payment of the final 10% of the total contract amount will be dependent upon good faith efforts to comply with this E.B.E. Rider, and subject to reduction in the event of non-compliance as provided in paragraph 6 of this E.B.E. Rider.

3. Request for Waiver. If at the time final payment application is made, Contractor has not attained the 0% E.B.E. goal, Contractor shall file with the final payment application a "Request for Waiver." Said Request for Waiver shall contain a written description of the efforts taken by Contractor to attain the 0% E.B.E. goal.
4. Determination of Waiver Requests. The Contract Compliance Department of the City of Fort Wayne shall examine all Requests for Waiver to determine if Contractor's efforts constitute good faith efforts to attain such goal and shall submit recommendations concerning said Requests for Waiver for the final determination of the Board of Public Works of the City of Fort Wayne.
5. Good Faith Per Se. In any case, a Contractor shall be deemed to have made good faith efforts at compliance where E.B.E.'s have been subcontracted for every sub-contract for which there are qualified E.B.E.'s available.
6. Consequence of non-compliance. In the event the Board of Public Works approves a recommendation that Contractor failed to make good faith efforts at compliance, the contract shall be reduced by the amount calculated as the difference between 0% and the percentage level met. Said amount shall be added to the City of Fort Wayne's E.B.E. Bond Guarantee Fund and Contractor agrees to accept the reduced amounts as full payment under the terms of his/her contract.

7. Waiver approved. In the event the Board of Public Works determines that a good faith effort to comply with this E.B.E. Rider has been made, the contract shall not be reduced, and the balance owing to the Contractor shall be paid in full.

IN WITNESS WHEREOF, the parties have executed this E.B.E. Rider this 9 day of OCT., 1992.

By: Contractor

T&F CONSTRUCTION CORP.

J.L. Taber PRESIDENT

By: Board of Public Works

Linda Buskirk  
Linda Buskirk, Chairman

Terrance P. McCaffrey, Member

John Stafford, Member

ATTEST:

Patricia J. Crick  
Patricia J. Crick, Clerk

# STREET LIGHTING MAINTENANCE & UNIT PRICE CONTRACT RES. #252-96

LABOR & EQUIPMENT	QTY	T & F CONSTRUCTION		MIDWESTERN ELECTRIC	
		PRICE W/4%		PRICE W/3.6%	
Relamping Unit - Normal Work Day	40	\$480.00	\$19,200.00	\$19,968.00	\$452.00
Relamping Unit / Hour Overtime	10	\$65.00	\$650.00	\$676.00	\$65.00
Maintenance Unit - Normal Work Day	40	\$151.00	\$6,040.00	\$6,281.60	\$152.00
Trouble Shooting Vehicle / Hour E & O	20	\$80.00	\$1,600.00	\$1,664.00	\$72.00
Trouble Shooting Vehicle / Hour E only	10	\$10.80	\$108.00	\$112.32	\$10.00
					\$18,080.00
					\$650.00
					\$6,080.00
					\$1,440.00
					\$100.00
					\$18,730.88
					\$673.40
					\$6,298.88
					\$1,491.84
					\$103.60

## LABOR ONLY

Foreman/lineman / hour	40	\$41.10	\$1,644.00	\$1,709.76	\$43.74	\$1,749.60	\$1,812.59
Journeyman/lineman / hour	40	\$38.80	\$1,552.00	\$1,614.08	\$40.56	\$1,622.40	\$1,680.81
Equipment Operator / hour	40	\$30.30	\$1,212.00	\$1,260.48	\$38.90	\$1,556.00	\$1,612.02
Groundman / hour	40	\$24.60	\$984.00	\$1,023.36	\$29.50	\$1,180.00	\$1,222.48

## EQUIPMENT ONLY

Air Compressor	20	\$11.80	\$236.00	\$245.44	\$15.00	\$300.00	\$310.80
Backhoe w/Front Endloader	30	\$24.40	\$732.00	\$761.28	\$31.00	\$930.00	\$963.48
Material/cable trailer	30	\$3.20	\$96.00	\$99.84	\$4.00	\$120.00	\$124.32
Pole Trailer	15	\$4.00	\$60.00	\$62.40	\$5.00	\$75.00	\$77.70
Trenching Machine	20	\$14.20	\$284.00	\$295.36	\$17.70	\$354.00	\$366.74
Earth Saw	20	\$45.00	\$900.00	\$936.00	\$42.20	\$844.00	\$874.38
Truck w/Insulated boom 35'-50'	30	\$21.80	\$654.00	\$680.16	\$27.70	\$831.00	\$860.92
Truck - Flat Bed no Winch	10	\$7.10	\$71.00	\$73.84	\$9.00	\$90.00	\$93.24
Truck mounted Earth Auger	15	\$29.00	\$435.00	\$452.40	\$38.00	\$570.00	\$590.52
Truck w/Pitman Hydraulift & Bucket	16	\$21.40	\$342.40	\$356.10	\$26.00	\$416.00	\$430.98
Trencher w/Plowing Capability	10	\$16.00	\$160.00	\$166.40	\$31.00	\$310.00	\$321.16
Tractor Backhoe w/Horizontal Boring	24	\$20.00	\$480.00	\$499.20	\$27.80	\$667.20	\$691.22
Chipper Truck & Chipper	16	\$19.00	\$304.00	\$316.16	\$25.75	\$412.00	\$426.83
Walk behind Trencher	16	\$12.00	\$192.00	\$199.68	\$15.50	\$248.00	\$256.93
Directional Boring Machine	8	\$50.00	\$400.00	\$416.00	\$26.90	\$215.20	\$222.95



UNIT PRICES	T & F CONSTRUCTION		MIDWESTERN ELECTRIC	
	PRICE W/4%		PRICE W/3.6%	
Set Pole-Cedar & Pine - 35'	35	\$98.00	\$3,430.00	\$3,567.20
Set Pole-Cedar & Pine - 40'	15	\$102.00	\$1,530.00	\$1,591.20
Set Pole-Alum., Fiberglass EMH - 14'	350	\$94.00	\$32,900.00	\$34,216.00
Set Pole-Alum., Fiberglass EMH - 30'	80	\$96.60	\$7,728.00	\$8,037.12
Set Pole-Alum., Fiberglass EMH - 35'	100	\$97.80	\$9,780.00	\$10,171.20
Set Pole-Alum, w/Trans Base EMH - 35'	10	\$95.30	\$953.00	\$991.12
Set Pole-Alum, w/Trans Base EMH - 50'	20	\$138.60	\$2,772.00	\$2,882.88
Set Pole-Alum, no T-Base EMH - 14'	80	\$71.80	\$5,744.00	\$5,973.76
Set Pole-Alum, no T-Base EMH - 30'	50	\$91.40	\$4,570.00	\$4,752.80
Set Pole-Alum, no T-Base EMH - 35'	40	\$100.60	\$4,024.00	\$4,184.96
Concrete Base 30"x6'	40	\$273.00	\$10,920.00	\$11,356.80
Concrete Base 36"x8'	20	\$375.00	\$7,500.00	\$7,800.00
Extra Depth for above Foundation	10	\$28.00	\$280.00	\$291.20
Install Town & Country	300	\$26.30	\$7,890.00	\$8,205.60
Install G.E. P.M.A.	60	\$26.30	\$1,578.00	\$1,641.12
Install 12' Alum/Fiberglass on base	50	\$58.80	\$2,940.00	\$3,057.60
Install F W Standard	30	\$82.50	\$2,475.00	\$2,574.00
Removal of 10'-12' Ornamental Post	20	\$39.40	\$788.00	\$819.52
Remove existing Luminaire or Fixture	15	\$11.00	\$165.00	\$171.60
Remove Cedar & Pine - 30'	20	\$52.50	\$1,050.00	\$1,092.00
Remove Cedar & Pine - 35'	30	\$58.40	\$1,752.00	\$1,822.08
Remove 30'-50' Alum/conc/fiberglass	10	\$49.30	\$493.00	\$512.72
Remove 14'-28' Alum/conc/fiberglass	20	\$34.00	\$680.00	\$707.20
Remove F W Standard Cast Iron Pole	10	\$41.00	\$410.00	\$426.40
Remove Cast Iron Gooseneck Arm	5	\$33.80	\$169.00	\$175.76
Remove Ornamental Post 10-20	10	\$30.70	\$307.00	\$319.28
Remove Existing Mast Arm	20	\$33.80	\$676.00	\$703.04
Install Mast Arms Concrete pole - 8'	20	\$52.70	\$1,054.00	\$1,096.16
Install Mast Arms Concrete pole - 12'	30	\$56.20	\$1,686.00	\$1,753.44
Install Mast Arms Wood pole - 6'	10	\$51.70	\$517.00	\$537.68
Install Mast Arms Wood pole - 8'	20	\$52.70	\$1,054.00	\$1,096.16
Install Mast Arms Alum pole - 8'	10	\$52.70	\$527.00	\$548.08
Install Mast Arms Alum pole - 12'	10	\$56.20	\$562.00	\$584.48
Install Twin Mast Arm Alum Pole - 8'	10	\$83.00	\$830.00	\$863.20

# T & F CONSTRUCTION PRICE W/4%

# MIDWESTERN ELECTRIC PRICE W/3.6%

Install Twin Mast Arm Alum Pole - 12'	10	\$110.00	\$1,100.00	\$1,144.00	\$94.00	\$940.00	\$973.84
Install Street Light Fixture on Pole Top	30	\$26.30	\$789.00	\$820.56	\$29.00	\$870.00	\$901.32
Install O'Head Conductor - Duplex	20	\$49.50	\$990.00	\$1,029.60	\$48.00	\$960.00	\$994.56
Install O'Head Conductor - Triplex	20	\$58.40	\$1,168.00	\$1,214.72	\$56.00	\$1,120.00	\$1,160.32
Remove O'Head Conductor - Duplex	10	\$21.70	\$217.00	\$225.68	\$20.00	\$200.00	\$207.20
Remove O'Head Conductor - Triplex	10	\$23.80	\$238.00	\$247.52	\$24.00	\$240.00	\$248.64
Install 1/C #6 Bare Copper w/#6 Cable	500	\$0.46	\$230.00	\$239.20	\$0.50	\$250.00	\$259.00
Copper Cond in Trench - 3/C Cable	10000	\$0.67	\$6,700.00	\$6,968.00	\$0.62	\$6,200.00	\$6,423.20
Copper Cond in Trench - 4/C Cable	2000	\$0.78	\$1,560.00	\$1,622.40	\$0.77	\$1,540.00	\$1,595.44
Trench in Earth	5000	\$1.48	\$7,400.00	\$7,696.00	\$1.50	\$7,500.00	\$7,770.00
Trench Cleanup	3000	\$0.75	\$2,250.00	\$2,340.00	\$0.74	\$2,220.00	\$2,299.92
Hang Dig around Utilities	40	\$28.40	\$1,136.00	\$1,181.44	\$21.20	\$848.00	\$878.53
Hand Dig for Pole Placement	10	\$28.40	\$284.00	\$295.36	\$21.20	\$212.00	\$219.63
R & R Concrete Sidewalks/Driveways	100	\$6.10	\$610.00	\$634.40	\$6.60	\$660.00	\$683.76
R & R Asphalt Street/Driveways	100	\$14.70	\$1,470.00	\$1,528.80	\$14.60	\$1,460.00	\$1,512.56
Trench in Concrete & Asphalt	15	\$9.70	\$145.50	\$151.32	\$13.10	\$196.50	\$203.57
Push Conduit 1'-20' Lengths - 1 1/2"	1000	\$4.90	\$4,900.00	\$5,096.00	\$5.00	\$5,000.00	\$5,180.00
Push Conduit 1'-20' Lengths - 2"	500	\$5.60	\$2,800.00	\$2,912.00	\$5.70	\$2,850.00	\$2,952.60
Push Conduit over 21' - 1 1/2"	1000	\$6.20	\$6,200.00	\$6,448.00	\$6.32	\$6,320.00	\$6,547.52
Push Conduit over 21' - 2"	500	\$7.40	\$3,700.00	\$3,848.00	\$7.60	\$3,800.00	\$3,936.80
Install Conduit in Open Trench - 1 1/2"	500	\$2.30	\$1,150.00	\$1,196.00	\$2.35	\$1,175.00	\$1,217.30
Install Conduit in Open Trench - 2"	200	\$2.90	\$580.00	\$603.20	\$2.80	\$560.00	\$580.16
Install PVC Rigid Conduit - 2"	100	\$3.80	\$380.00	\$395.20	\$3.74	\$374.00	\$387.46
Install Fargo Pedestal w/Relay	10	\$83.00	\$830.00	\$863.20	\$91.00	\$910.00	\$942.76
Remove Fargo Pedestal Assy.	10	\$58.00	\$580.00	\$603.20	\$66.00	\$660.00	\$683.76
Remove Riser	10	\$20.00	\$200.00	\$208.00	\$26.00	\$260.00	\$269.36
Remove Relay & Photo Control 30 amp	10	\$33.70	\$337.00	\$350.48	\$35.00	\$350.00	\$362.60
Remove Relay & Photo Control 100 amp	5	\$42.60	\$213.00	\$221.52	\$59.00	\$295.00	\$305.62
Install Relay & Photo Control 60 amp	5	\$32.30	\$161.50	\$167.96	\$56.00	\$280.00	\$290.08
Install Relay & Photo Control 100 amp	5	\$35.90	\$179.50	\$186.68	\$66.00	\$330.00	\$341.88
Splice 2/C #6 & Smaller	10	\$21.60	\$216.00	\$224.64	\$22.00	\$220.00	\$227.92
Remove Down Guy	10	\$20.80	\$208.00	\$216.32	\$22.00	\$220.00	\$227.92
Remove 40 AMP 120V Relay & Conduit	5	\$46.80	\$234.00	\$243.36	\$39.00	\$195.00	\$202.02

# T & F CONSTRUCTION

## PRICE W/4%

Remove 60 AMP 120V Relay & Conduit 5 \$47.90  
Trench Cleanup-Grading, Topsoil, Seed 1000 \$0.75  
Install Ground Rod at Riser 5 \$16.20  
Remove Concrete Foundation 24"x24" 20 \$60.00  
Remove Concrete Foundation 30"x30" 20 \$70.00

\$239.50  
\$750.00  
\$81.00  
\$1,200.00  
\$1,400.00

\$249.08  
\$780.00  
\$84.24  
\$1,248.00  
\$1,456.00

\$45.00  
\$0.80  
\$9.50  
\$70.00  
\$80.00

\$225.00  
\$800.00  
\$47.50  
\$1,400.00  
\$1,600.00

\$233.10  
\$828.80  
\$49.21  
\$1,450.40  
\$1,657.60

PRICE ESCALATION 2ND YEAR

4%

\$210,897.40

\$219,333.30

3.6%

\$211,708.40

\$219,329.90

2 YEAR TOTAL

\$430,230.70

\$431,038.30

# MIDWESTERN ELECTRIC

## PRICE W/3.6%



## DIGEST STREET

TITLE OF ORDINANCE: Contract #252-96, Street Lighting Maintenance & Unit Price

DEPARTMENT REQUESTING ORDINANCE: Board of Public Works

SYNOPSIS OF ORDINANCE: Contract #252-96, is for the following:

1. RELAMPING UNIT - to consist of 1 person and bucket type line truck suitably equipped for relamping and maintenance work. 2. TWO MAINTENANCE CREWS - to consist of 3 or more member crew equipped to perform maintenance, repair and construction on underground and overhead street light system including a pickup truck, line truck with boom and earth auger and a bucket truck w/50 foot working height available for use at all times. 3. TROUBLE SHOOTING UNIT - to consist of 1 person and 1 truck which should be available at all times to handle accidents and emergencies. 4. UNIT PRICE ITEMS - Unit price list for street light construction. T & F construction Corporation of Indiana is the contractor.

EFFECT OF PASSAGE: Maintenance of City Street Lights

EFFECT OF NON-PASSAGE: Work will not be completed.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) Street Light Engineering has appropriated \$997,050 in the Street Lighting Budget for 1997 to cover this expense

ASSIGNED TO COMMITTEE (PRESIDENT): \_\_\_\_\_

Read the first time in full and on motion by Crawford,  
and duly adopted, read the second time by title and referred to the  
Committee on Lunsey (and the City Plan Commission  
for recommendation) and Public Hearing to be held after due legal notice, at  
the Common Council Council Conference Room 128, City-County Building, Fort  
Wayne,, Indiana, on \_\_\_\_\_, 19\_\_\_\_, the \_\_\_\_\_ day of  
\_\_\_\_\_, M., E.S.T. \_\_\_\_\_, at \_\_\_\_\_ o'clock

DATED: 10-22-96

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Crawford,  
and duly adopted, placed on its passage. PASSED 10-22-96  
by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT:
TOTAL VOTES	<u>7</u>			<u>2</u>
BENDER	<u>✓</u>			
CRAWFORD	<u>✓</u>			
EDMONDS				<u>✓</u>
HALL	<u>✓</u>			
HAYHURST	<u>✓</u>			
HENRY	<u>✓</u>			
LUNSEY				<u>✓</u>
RAVINE	<u>✓</u>			
SCHMIDT	<u>✓</u>			

DATED: 11-12-96

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,  
Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)

(SPECIAL) (ZONING) ORDINANCE RESOLUTION NO. 76-96  
on the 12th day of November, 1996

ATTEST:

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

(SEAL)  
DD Schmitt  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on  
the 13th day of November, 1996,  
at the hour of 3:00 o'clock P., M., E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 20th day of November,  
1996, at the hour of 9:00 o'clock A M., E.S.T.

PAUL HEIMKE  
PAUL HEIMKE, MAYOR



BILL NO. S-96-10-07

REPORT OF THE COMMITTEE ON  
FINANCE  
THOMAS C. HENRY - JOHN N. CRAWFORD - CO-CHAIR  
ALL COUNCIL MEMBERS

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving Contract #252-96,  
Street Lighting Maintenance & Unit Price between T & F CONSTRUCTION  
CORP. OF INDIANA and the City of Fort Wayne, Indiana, in connection  
with the Board of Public Works

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION  
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID  
(ORDINANCE) (~~RESOLUTION~~)

<u>DO PASS</u>	<u>DO NOT PASS</u>	<u>ABSTAIN</u>	<u>NO REC</u>
<u><i>James A. Henry</i></u>	_____	_____	_____
<u><i>John N. Crawford</i></u>	_____	_____	_____
<u><i>Thomas C. Henry</i></u>	_____	_____	_____
<u><i>Robert J. Harris</i></u>	_____	_____	_____
<u><i>Richard Hall</i></u>	_____	_____	_____
<u><i>John E. Henry</i></u>	_____	_____	_____
<u><i>John E. Henry</i></u>	_____	_____	_____
<u><i>Charles R. Edmonds</i></u>	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

DATED: 11-12-96

Sandra E. Kennedy  
City Clerk